

**LIFE INSURANCE COMPANY OF NORTH AMERICA**

1601 CHESTNUT STREET, PHILADELPHIA, PA 19103  
A STOCK INSURANCE COMPANY HEREIN CALLED "WE","US" AND "OUR"

**CERTIFICATE OF INSURANCE**

**HOSPITAL INDEMNITY COVERAGE**

We, the Life Insurance Company of North America, have issued group insurance policy AGL-1060 to the Policyholder named in the Certificate Schedule.

We certify that the person named in the Flexible Benefits Plan Confirmation Notice is covered, provided the required premium is paid. The terms "you" and "your" refer to the person who is named.

Your coverage begin on the effective date shown in the Flexible Benefits Plan Confirmation Notice, provided your premium is paid when due.

Your Benefits are described in this Certificate. You should read it with car so you will understand your coverage. This is no the insurance contract. The group policy is the only contract under which benefits are paid. You may examine it at the office of the Policyholder.

Life Insurance Company of North America



Mathew G. Manders, President

**PREMIUM PAYMENT**

Premiums for your coverage are payable to us. Premiums must be paid when due, subject to the grace period provision.

We may change the premium rates under the group policy, but only if the same change is made for all persons in the same class covered under the group policy.

**GRACE PERIOD**

A grace period of 60 days is granted for each premium due date after the first. Coverage will stay in force during this period during the grace period. Coverage will end on the date premium was due if the premium has not been paid when the grace period ends.

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## **TERMINATION OF COVERAGE**

Your coverage will end on the earliest of:

- 1) the next premium due date if you are no longer an eligible Member of the Policyholder.
- 2) the premium due date, if the required premium is not paid by the end of the 60 day grace period.
- 3) the date the group policy is terminated.
- 4) the date that coverage is terminated for the class of eligible persons to which you belong.
- 5) the date that the plan of benefits under which you are covered is terminated.

Termination will not affect a claim for a covered hospital confinement beginning or car received while coverage was in effect.

## **ELIGIBILITY**

If you are an employee or retiree of the School Board of Dade County, Florida, and are eligible under your contract for fringe benefits, you are eligible to become covered under this policy. This includes persons who become eligible while the policy is in force.

## **EXTENSION IF BENEFITS**

This extension applies only to an Insured who is totally disabled on the date that this group policy terminates.

Termination of this group policy will not affect the benefits payable for the disabling condition for a period equal to the lesser of 90 continuous days or the period of the continuous covered hospital confinement after the date of termination.

For the purpose of this Section an insured will be considered totally disabled when, as a result of injury or sickness, he or she is unable to perform the duties of his or her occupation, and is not engaged in employment or any other gainful activity for which he or she is reasonably qualified by education, training or experience. A covered dependent will be considered totally disabled when, as a result of injury or sickness, such individual is unable to engage in normal activities of a person of the same age or sex in good health.

## DESCRIPTION OF COVERAGE

### **Hospital Confinement Benefit** (No reduction)

We will pay a benefit for each day of a necessary hospital confinement after you satisfies the elimination period, if any, if:

- a) you are confined in a hospital as an inpatient for the treatment of a covered sickness or injury;
- b) coverage under this policy is in force at the time such period of confinement begins;
- c) the confinement was recommended by a doctor and was for care that was reasonable and medically necessary.

If your doctor places you in a hospital when the kind of care needed could be provided elsewhere, that hospital confinement will not be considered as a necessary hospital confinement.

The benefit payable for each day will be an amount equal to your Daily Benefit shown on the Policy Schedule. We will pay the Daily Benefit for up to a total of 365 days of hospitalization during each period of confinement.

Benefits will begin:

- a) on the first day of a period of confinement that results from an injury; and
- b) on the day following the elimination period, if any, as shown on the Policy Schedule for a period of confinement that results from sickness.

## DEFINITIONS

Whenever used in this policy:

**"Complications of pregnancy"** means:

- a) when the pregnancy is not terminated, conditions:
  - 1) which require hospital confinement; and
  - 2) whose diagnosis are distinct from pregnancy but are adversely affected or caused by pregnancy. Examples include acute nephritis; nephrosis; cardiac decompensation; missed abortion; and similar conditions of comparable severity;
- b) non-elective caesarean section;
- c) ectopic pregnancy which is terminated; and
- d) spontaneous termination of pregnancy which occurs during a period of gestation when a viable birth is not possible.

Complications of pregnancy do not include: false labor; occasional spotting; physician prescribed rest during pregnancy; morning sickness; hyperemesis gravidarum; pre-eclampsia; and similar conditions associated with a difficult pregnancy but not considered a classifiable, distinct complication of pregnancy.

**"Doctor"** means a duly licensed practitioner of the healing arts acting within the scope of his license. Doctor does not include: you or your spouse; or your or your spouse's child, parent, brother, sister; or a person living with you.

**"Hospital"** means an institution which:

- a) is licensed as a hospital pursuant to applicable law;
- b) is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
- c) is under the supervision of a staff of doctors;
- d) provides 24-hour nursing service by or under the supervision of a graduate registered nurse (R.N.);
- e) has medical, diagnostic and treatment facilities, with major surgical facilities:
  - 1) on its premises; or
  - 2) available to it on a prearranged basis; and
- f) charges for its services.

Hospital does not include:

- a) a clinic or facility or unit of a hospital for:
  - 1) convalescent, custodial (primarily for the purpose of meeting personal needs and could be provided by persons other than doctors and nurses), educational or nursing care;
  - 2) the aged, drug addicts or alcoholics;
  - 3) rehabilitation; or
- b) a military or veterans hospital contracted for, or operated by, a national government or its agency unless:
  - 1) the services are rendered on an emergency basis; and
  - 2) in the absence of insurance, a legal liability exists to pay the charges for the services given.

**"Injury"** means bodily harm which results, directly and independently of all other causes, from an accident.

## DEFINITIONS (Continued)

**"Mental or nervous disease or disorder"** means neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder of any kind, without demonstrable organic disease. For the purposes of this plan, the term will include alcoholism and drug addiction.

**"Period of confinement"** means the period of days that you are confined in the hospital for the same or a related sickness or injury. We will count all days of a necessary hospital confinement for the same or a related sickness or injury as one period of confinement. If you leave the hospital and then returns within 60 days for the same or a related injury or sickness, we will still count that as one period of confinement. However, if you are out of the hospital for at least 60 days and then returns for the same or a related sickness or injury, we will count that as a different period of confinement.

**"Sickness"** means an illness, disease, or physical condition.

## EXCLUSIONS AND LIMITATIONS

Benefits will not be paid for a loss caused by or resulting from:

- 1) intentionally self-inflicted injuries;
- 2) voluntary self-administration of any drug or chemical substance not prescribed by, and taken according to the directions of, a doctor. (Accidental ingestion of a poisonous substance is not excluded);
- 3) driving while intoxicated or driving under the influence of a controlled substance unless administered on the advice of a doctor;
- 4) commission or attempt to commit a felony;
- 5) participation in a riot or insurrection;
- 6) declared or undeclared war or act of war;
- 7) active duty service in any armed forces. Send us proof of service. We will refund any premium paid for this time. (Reserve or National Guard active duty or training is not excluded unless it extends beyond 31 days);
- 8) elective or cosmetic surgery. This does not include reconstructive, cosmetic surgery: a) incidental to or following surgery for trauma, infection or other disease of the involved part; or b) due to congenital disease or anomaly of a Covered Dependent child which has resulted in a functional defect.
- 9) dental surgery, unless the surgery is the result of an accidental injury.
- 10) any injury or sickness for which benefits are paid or payable under any worker's compensation law or any similar occupational disease law or act.

Benefits will not be paid for confinements in hospitals owned or operated by the national government, unless a charge is made (whether or not there is insurance coverage).

## CLAIM PROVISIONS

### Notice of Claim:

Written notice must be given within 30 days (Kentucky: 60 days) after a covered loss begins or as soon as reasonably possible. Notice can be given to us at our home office at Philadelphia, Pennsylvania or to our agent. Notice should include your name, address and group policy number.

### Claim Forms:

When we receive the notice of claim, we will send forms for filing proof of loss. If claim forms are not sent within 15 days after we receive notice of claim, the proof requirements will be met by submitting, within 90 days, written proof of the nature and extent of the loss.

### Proofs of Loss:

Written proof satisfactory to us, must be given to us within 90 days after the date of loss. If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible.

### Time of Payment of Claims:

Benefits payable under the group policy for a loss other than loss for which the group policy provides a periodic payment will be paid as soon as we receive written proof of loss satisfactory to us. Subject to such written proof of loss, all accrued benefits for loss for which the group policy provides periodic payment will be paid not later than the end of each month during the continuance of the period for which we are liable. Any balance remaining unpaid at the end of liability will be paid as soon as we receive due written proof, satisfactory to us.

### Payment of Claims:

All benefits will be paid to you. Any benefits unpaid at the time of your death will be paid in one lump sum to the first surviving class of the following classes of persons:

- a) your wife or husband;
- b) your children;
- c) your mother and father;
- d) your sisters and brothers.

If there is no surviving member of any of the above classes, the benefits will be paid to your estate. If we are to make payments to your estate or to a family member who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage whom we believe is equitably entitled. This good faith payment satisfies our legal duty to the extent of that payment.

### Physical Examination:

We will pay the cost and have the right to have you examined as often as reasonably necessary while a claim is pending.

### Legal Actions:

No action at law or in equity shall be brought to recover benefits under the group policy less than 60 days after written proof of loss has been furnished as required by the group policy. No such action shall be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be furnished.

## GENERAL PROVISIONS

### **Multiple Certificates:**

You are not eligible for coverage under more than one Certificate providing hospital indemnity coverage under group policies issued by us to the Policyholder. If premium is being paid for more than one such Certificate, coverage will be in effect under only one of them at any one time and premiums paid for Certificates which are not in effect will be refunded.

### **Worker's Compensation Insurance:**

The group policy is not in lieu of and does not affect any requirement for coverage under any Worker's Compensation Insurance.

### **Misstatement of Age or Sex:**

If your age or sex has been misstated, the benefits will be what the premium paid would have bought at the correct age or sex.

### **Plan Changes:**

We may agree with the Policyholder to modify a plan of benefits without your consent.

### **Takeover:**

If this group policy replaces a similar plan of the Policyholder's and you were covered under the old plan immediately prior to the Policy Effective Date of this group policy, then: a) you needs not show proof of insurability; and b) all time limits in this group policy will be figured from the date your coverage began under the old policy.



**CERTIFICATE SCHEDULE**

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
1601 CHESTNUT STREET  
PHILADELPHIA, PA 19192**

**Name of Policyholder:** The School Board of Dade County, Florida

**Policy Number:** AGL - 1060

Please refer to your Flexible Benefits Plan Confirmation Notice for benefit amounts

**ELIMINATION PERIOD:** 0 days. Confinements will be paid from the first day of a period of confinement that results from sickness and accident.

XX-604855

## **DEPENDENT COVERAGE RIDER**

This rider is attached to and made a part of your group insurance certificate which describes your coverage under the group policy. This rider is subject to the terms, conditions, and provisions contained in your certificate.

Coverage under this rider begins on the effective date shown on the Flexible Benefits Plan Confirmation Notice provided the initial premium is paid when due.

### **BENEFIT**

Benefits, as described in the Section of your certificate titled "Description of Coverage", as defined in this rider, are provided for your Covered Dependents.

The applicable Daily Benefit for your Covered Dependents is shown on your Flexible Benefits Plan Confirmation.

### **TERMINATION:**

A Covered Dependent's coverage will end on the earliest of:

- 1) the date your coverage ends;
- 2) the premium due date if the required premium is not paid by the end of the 60-day grace period;
- 3) the end of the calendar year in which your Dependent child attains the limiting age;
- 4) the next premium due date, if your Covered Dependent is no longer eligible for reasons other than noted in 3) above; however, your Covered Dependent child's coverage will continue after such child has reached the age limit and is both:
  - a) disabled as of his or her 25th birthday; and
  - b) incapable of self-sustaining employment due to a physical or mental handicap.

The Insured must give us proof of the dependent child's disability within 31 days of the child reaching the age limit. We may require proof again from time to time but not more than once a year after the first year following the child reaching the age limit.

- 4) the date that coverage is terminated for the class of persons to which the Covered Dependent belongs.
- 5) the date the group policy is terminated.

Termination will not affect a claim for hospital confinements beginning or care received while coverage was in effect.

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## **ADDING DEPENDENTS**

Any eligible dependents not covered on the effective date of your coverage may become covered by written request to us and by payment of any required premium. The effective date of such dependent's coverage will be the first of the month after we have approved the request, provided the correct initial premium is paid when due.

Newborn Children: If a child is born to any Insured under this policy while such Insured's coverage is in force, such child shall automatically be accepted by us and become a Covered Dependent from the moment of birth, to include coverage for sickness or injury and the necessary care and treatment of medically diagnosed congenital defects, birth abnormalities and premature birth. Routine care for such child is not covered under this policy.

Automatic coverage for sickness or injury will also be extended to any adopted child from the moment of legal adoption.

You must notify us, in writing, of the birth or placement for adoption of the child within 30 days after the birth or placement. If timely notice is given, we will not charge an additional premium for coverage of the newborn or newly placed child for the duration of the notice period. If timely notice is not given, we will charge the applicable additional premium from the date of birth or placement. We will not deny coverage for a child due to your failure to notify us within in the 30-day period.

## **DEFINITIONS**

"Covered Dependent" means your legal spouse and your unmarried dependent child(ren) who are under the age of 25 provided: 1) the child is dependent upon you for support 2) the child is living in your household or the child is a full-time or part-time student.

Child includes stepchild, foster child, legally adopted child, a child pending finalization of adoption proceedings, and natural child.

This rider terminates at the same time as the policy to which it is attached. Except for the above, the rider does not change the policy in any way.

LIFE INSURANCE COMPANY OF NORTH AMERICA



Mathew G. Manders, President

XX-604857(FL)

## WAIVER OF PREMIUM BENEFIT RIDER

This rider is attached to and made a part of your group insurance certificate which describes your coverage under the group policy. This rider is subject to the terms, conditions, and provisions contained in your certificate.

Coverage under this rider begins on the effective date shown on the Flexible Benefits Plan Confirmation Notice, provided premiums are paid when due.

### BENEFIT

If you are confined in a hospital before your 60th birthday and while coverage under this rider is in force, we will continue your coverage without further payment of premium beginning on the next premium due date:

- a) after you have received Hospital Confinement Benefits for 60 consecutive days, during which premiums are paid; and
- b) while you remains in the hospital as an inpatient for the same or a related injury or sickness and benefits continue to be paid to a maximum of 365 days.

This benefit applies only to you, the person named in the Flexible Benefits Plan Confirmation Notice. Coverage for your Covered Dependents will also be continued without further payment of premiums while yours premiums are waived.

Continuation of coverage will end on the date any of these things happen:

- 1) Your coverage terminates in accordance with the section titled "Termination of Coverage" in the policy.
- 2) The maximum period shown in b) above has been reached.
- 3) After you are no longer confined in a hospital. Premium payments will resume on the next premium due date.

This rider terminates at the same time as the certificate to which it is attached. Except for the above, the rider does not change the certificate in any way.

## LIFE INSURANCE COMPANY OF NORTH AMERICA



Mathew G. Manders, President

## WAIVER OF PREMIUM BENEFIT RIDER

This rider is attached to and made a part of the group policy. This rider is subject to the terms, conditions, and provisions contained in the policy.

Coverage under this rider begins on the effective date shown on the Policy Schedule, provided premiums are paid when due.

### **BENEFIT**

If you become disabled before your his or her 60th birthday, and while coverage under this rider is in force, we will continue your coverage without further payment of premium:

- a) after you have been disabled for 9 straight months, during which premiums are paid; and
- b) while you remains disabled; and
- c) after you send us proof that you are disabled, as required below.

This benefit applies only to you, the person named in the Flexible Benefits Plan Confirmation Notice. Coverage for your Covered Dependents will also be continued without further payment of premiums while your premiums are waived.

You must give us proof satisfactory to us that you are disabled not more than 3 months after you first become disabled, and during the last 3 months of each 12 month period after that. We may have you examined as often as reasonably necessary while disabled, but not more than once a year after two years.

Continuation of coverage will end on the date any of these things happen:

- 1) Your coverage terminates in accordance with the section titled "Termination of Coverage" in the policy.
- 2) 31 days after you are no longer disabled, if premium payments are not resumed.
- 3) 31 days after you refuse to be examined or fails to provide proof that you are disabled, as required above.

"Disabled" means that, if you are employed, you cannot, due to sickness or injury, do any type of work for which you are or may become qualified by reason of education, experience or training. If you is not employed, disabled means that you cannot, due to injury or sickness, perform the usual or customary activities of a healthy person of like age and sex.

This rider terminates at the same time as the certificate to which it is attached unless terminated at an earlier date.

Except for the above, the rider does not change the certificate in any way.

LIFE INSURANCE COMPANY OF NORTH AMERICA



Mathew G. Manders, President

XX-604870

(DIS)

**AMENDATORY RIDER  
DOMESTIC PARTNER COVERAGE**

Policyholder: Miami-Dade County Public Schools (MDCPS)  
Policy No. AGL - 1060

Effective Date: January 1, 2015

This rider amends Certificate to which it is attached. It is effective on the Effective Date shown above, and expires when the Certificate expires.

Domestic Partner means any of the following:

1. A person with whom the Employee has a registered civil union or domestic partnership under state law which imposes legal obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Domestic Partner unless and until: (1) the domestic partnership is dissolved under applicable law; or (2) either the Employee or the Domestic Partner/Civil Union Partner marries another person.
2. A person who was legally married to the Employee or Former Employee under the laws of a state permitting marriage of partners of the same sex, where the Employee or Former Employee and Domestic Partner currently reside in a state that does not recognize a valid marriage. This shall not apply if:
  - a. the marriage has been terminated by legal process, or;
  - b. either the Employee or the Domestic Partner has entered into a valid marriage or domestic partnership under state law.
3. A person meeting all of the following requirements, with respect to an Employee:
  - a. Has signed a Domestic Partner declaration with the Employee, if the Employee resides in a jurisdiction which provides for Domestic Partner declarations;
  - b. Is interdependent with the Employee in three or more of the following ways:
    1. Both partners are registered under any municipal ordinance as domestic partners.
    2. Both partners are jointly parties to a lease, mortgage or deed.
    3. Both partners jointly own one or more motor vehicles.
    4. Both partners jointly own one or more bank or credit accounts.
    5. The Employee or Former Employee has named the Domestic Partner as attorney-in-fact under a durable power of attorney with authority over health care decisions.
    6. The Employee has designated the Domestic Partner as beneficiary under a retirement plan or a life insurance policy.
    7. The Employee has designated the Domestic Partner as beneficiary of the Employee or Former Employee's will.
    8. Each partner has agreed in writing to assume the financial responsibility for the welfare of the other.
  - c. Is not so closely related by blood to the Employee as to prohibit legal marriage in their state of residence;
  - d. Is no less than 18 years of age.

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The Employee or Former Employee and Domestic Partner must furnish the Employer and Insurance Company with a signed declaration that the above requirements are met, at the time of enrollment.

All references in the policy to "Spouse" shall be changed to read "Spouse and Domestic Partner except as follows:

1. The definition of "Spouse" remains unchanged.
2. For purposes of any provision of the policy providing for payment of benefits to relatives of the Employee, a Domestic Partner shall be included only if:
  - a. the Domestic Partner meets the requirements of the definition of Domestic Partner referenced in item 1 or 2, or;
  - b. the Employee and Domestic Partner have furnished the Employer or the Insurance Company with a signed statement affirming that the requirements referenced in item 3 within the definition of Domestic Partner are met.
3. A Domestic Partner shall be deemed eligible to be enrolled for insurance on the latest of:
  - a. the date of registration under Item 1 of the definition of Domestic Partner;
  - b. the date that the Employee is eligible for insurance under the Policy; or;
  - c. the effective date of this Amendment to the Policy.
4. A child of a Domestic Partner may only be eligible to be insured if:
  - a. the child is primarily dependent on the Employee for financial support;
  - b. the Employee has a legal obligation of support of the child; or
  - c. the Employee is the child's legal guardian.

Any provision of the Policy that otherwise excludes any person who is not legally able to marry the Employee or Former Employee is changed by the following:

In the case of any person of the same sex as the Employee or Former Employee, the exclusion of persons legally able to marry will not apply for the first 12 months that the Employee or Former Employee's state of residence allows same-sex couples to marry.

Except for the above this rider does not change the Policy or Certificate to which it is attached.

LIFE INSURANCE COMPANY OF NORTH AMERICA



Matthew G. Manders, President

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